



CITY OF AVON PARK

Highlands County, Florida
110 East Main Street
Avon Park, Florida 33825

October 21, 2014

Avon Park City Council
110 East Main Street
Avon Park, Florida 33825

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, October 27, 2014, at 6:00 p.m., in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403.

Sincerely,

A handwritten signature in blue ink, which appears to read "Julian Deleon". The signature is fluid and cursive.

Julian Deleon
City Manager

**CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St. Avon Park, FL
October 27, 2014
6:00 PM**

A. OPENING:

1. Invocation
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA:

4. Council Minutes – Approval of Regular Council Meeting of October 13, 2014
5. Appointments to Airport CRA (regular board member): Everett Winston

C. CITIZENS/OUTSIDE AGENCIES:

6. Resident Kirstin Heads/ Code Enforcement Lien

D. COMMITTEE REPORTS/ATTY UPDATES/ ANNOUNCEMENTS

E. ADMINISTRATIVE:

10. **Second Reading Ordinance 24-14** amending retirement for management employees.
 - *Public Hearing on Ordinance 24-14*
11. **First Reading Ordinance 25-14** Annexation of Ben Hill Griffin property/ 183-acres in Red Water Lake Area
12. **First Reading Ordinance 26-14** Annexation of 19-acres in Red Water Lake Area
13. **First Reading Ordinance 27-14** Annexation of 1.5 acres Lake Lotela
14. Sewer Bypass Thompson Pump System Purchase/Piggy-back
15. Central Florida Regional Planning Council services Contract FY 14-15
16. FRDAP grant applications for Durrah Martin Rehab & Lake Tulane

F. CITIZENS PARTICIPATION

G. ADJOURN

Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

B 4

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
October 13, 2014

6:00 PM

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles, Councilman Parke Sutherland and Councilman Terry Heston, Councilman Garrett Anderson.

Members absent: none

Others Present: City Manager Julian Deleon, and Administrative Services Director Maria Sutherland, Attorney Gerald T. Buhr, Members of Press and Audience.

Mayor Sharon Schuler called the meeting to order at 6:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

CONSENT AGENDA: City Manager, Julian Deleon, noted the items on the consent agenda. Council Minutes Regular Meeting September 22, 2014.

Appointments to Airport CRA: John P Barben and Patrick Danzey

Motion made by Deputy Mayor Brenda Giles, seconded by Councilman Terry Heston to approve consent agenda as presented. Motion carried unanimously.

CITIZENS/ OUTSIDE AGENCIES:

Alan Ball from Avon Park Noon Rotary, requested to waive alcohol Ordinance for all Music on the Mall events.

Motion made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to waive the alcohol Ordinance for all Music on the Mall events. Motion carried 4 to 1 with Councilman Garrett Anderson voting no.

Hughston Hall approached the council regarding his code enforcement concerns. He stated his plantings are not in way of the right of way. Attorney Buhr reminded the Council to ensure they either allow all or none at all. No action was taken by Council.

505 N Delaney Code Enforcement lien reduction request by Federal National Mortgage Association. No one from the mortgage company was in attendance. Mr. Jim Barnard spoke about the history of the property. He stated the property had been maintained until the owner moved. The City incurred "hard" costs to keep the property up to code. He stated the mortgage company would send people to maintain the property very minimally. The Council agreed not to waive any of the costs. No formal action taken.

United Methodist Church request for 4 RV's to park on church site. After a discussion **Motion** made by Councilman Terry Heston, Seconded by Councilman Garrett Anderson to allow 4 RV's be parked on the First United Methodist Church site for a period of 3 weeks, beginning January 23, 2015 through February 14, 2015. Motion carried unanimously.

ADMINISTRATIVE

Second Reading – Ordinance 22-14 Attorney Gerald Buhr read Ordinance 22-24 into the record. Mayor Schuler opened the floor for the public hearing. Seeing no hands Mayor Schuler closed the public Hearing.

Motion made by Deputy Mayor Brenda Giles to approve 2nd reading of Ordinance 22-14, Seconded by Councilman Parke Sutherland. Motion carried unanimously.

Second Reading Ordinance 23-14. The item was pulled from the agenda.

Contractor approval for Airport Drainage Construction: **Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to authorize City to enter into a contract with L&SF Engineering Consultants Corporation for the work required in accordance with the Plans and Specifications of the City's Invitation to Bid 14-0 for the low bid amount of \$824,900.00. Motion carried unanimously.

First Reading of Ordinance 24-14. Amending retirement for management employees. City Manager went over the Ordinance. Attorney Gerald Buhr read into the record Ordinance 24-14. **Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve 1st reading of Ordinance 24-14, Motion carried 4 to 1 with Councilman Parke Sutherland abstained because his wife is a management employee.

Martin Luther King Sports Complex work. **Motion** made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to authorize the Mayor and City Manager to reallocate infrastructure funding and to sign the needed budgetary adjustment forms and authorize Excavation Point Inc. to complete the Martin Luther King Sports Complex parking lot, also City public parking areas associated with the work described within the exhibits of the agenda item. Motion carried unanimously.

Meeting adjourned at 7:10 PM

Attest by

Maria Sutherland

Mayor Sharon Schuler

Give to Maria

35

VOLUNTEER APPLICATION

CITY OF AVON PARK ADVISORY BOARDS AND COMMISSIONS

Thank you for your interest in serving the City of Avon Park. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Airport Committee | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Building Board of Adjustment & Appeals* | <input type="checkbox"/> Planning & Zoning Commission* |
| <input type="checkbox"/> Citizen's Advisory Task Force | <input type="checkbox"/> Pension Boards* |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Police |
| <input type="checkbox"/> Code Enforcement Board* | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Community Redevelopment Agency | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Contractor's Competency Board* | <input type="checkbox"/> Senior Center Advisory Board |
| | <input type="checkbox"/> Zoning Board of Adjustment* |

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES. (Within 30 days of date of appointment.)

1. Personal

Name EVERETT A WINSTON Driver's License #

Address 401 N. EGRET ST SEBRING FL 33870

Home Tel. # 740 475 1952 Business Tel. #

Are you a registered voter in Avon Park? yes no

How long have you been a resident of Avon Park?

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If so, when and which Board?

2. References - Please list 3 references (Business and/or Personal)

JAKE THOMPSON 3720 THUNDER BIRD CIRCLE SEBRING
Name, address and telephone number FL 33872

BOB EMERSON 739 DEWITT ST SEBRING FL
Name, address and telephone number 33872

MIKE CASON 106 STAGNES ST SEBRING FL 33870
Name, address and telephone number

3. Education

High School

Date Graduated

College

Date Graduated

Other

Degree

4. Work Experience

5. Interests/Activities

6. Community Involvement

7. Why do you desire to serve on this/these Board(s)?

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve if appointed.

Signature

Date

NOTE: If you have any questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Manager's Office 452-4403.

Please return this form to the City Manager's Office, 110 E Main Street, Avon Park, FL 33825 between the hours of 8:00 a.m. and 5:00 p.m.

26

City of Avon Park
September 29th, 2014
1535 SR 64 W. Ste. 4
Avon Park, FL 33825
863-453-3565

Manner of Service: CERTIFIED MAIL / RRR

**NOTICE TO APPEAR
BEFORE THE CODE ENFORCEMENT SPECIAL
MAGISTRATE**

Case Number: 14-00000426

Violation Location: 1387 MEMORIAL DR

KIRSTIN HEADS
P.O BOX 1483
AVON PARK, FL 33826

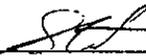
TAX ID# A23332806000D00101

You are hereby **NOTIFIED TO APPEAR** before the Code Enforcement Special Magistrate on **OCTOBER 15TH, 2014 at 3:00 PM**. The hearing will be held in the City Council Chamber located at 123 E. Pine Street. Your case may be decided even if you fail to appear without a continuance, so if you have valid cause not to appear, you must contact the Code Enforcement Division below, and seek a continuance of your case.

Violation: APPEAL OF RULING MADE ON AUGUST 13TH, 2014
Date of Notice of Violation: MAY 15TH, 2014

If a person decides to appeal any decision made by the Special Magistrate with respect to any matter discussed at this hearing, he or she will need a record of the proceedings for such purposes and may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal would be based, pursuant to Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting, or if you have any questions regarding this Notice, please call Joe Sliva at (863) 453-3565.

Sincerely,



NOTICE OF POSTING

OCTOBER 6, 2014

CASE # 14-00000426

ADDRESS: 1387 MEMORIAL DR
AVON PARK, FL 33825

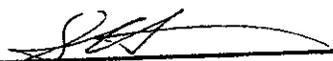
A-23332806000D00101

**THIS PROPERTY IS IN VIOLATION OF THE
CITY OF AVON PARK CODE OF ORDINANCE
AND/OR MINIMUM MAINTENANCE
STANDARDS AND GUIDELINES FOR THE
COMMUNITY REDEVELOPMENT AREA
AND/OR NUISANCE , OVERGROWN PROPERTY**

**Failure to respond or comply will result in the City of Avon Park
taking action(s) to remedy the violation up to and including
demolition.**

As per Avon Park City Code of Ordinance 22-608

**ALL INTERESTED PARTIES CONTACT
THE CODE ENFORCEMENT OFFICE AT
(863) 453-3565**


Code Enforcement Officer

SA
\$27.00
AIR

**THIS INSTRUMENT
SHOULD BE RETURNED TO:**

**Joseph Sliva
City of Avon Park
Code Enforcement
1535 State Road 64 West Suite 104
Avon Park, FL 33825
Work: (863) 453-3565**

FILED IN HIGHLANDS COUNTY, FL
ROBERT W. GERMAINE, CLERK OF COURTS
FILED 09/17/2014 AT 10:42:36 AM
BOOK 2444 PAGE 1373-1375 INSTRUMENT#1747011
DOC TYPE: O DEPUTY CLERK: STURNBULL1 REC.
FEE \$27.00

For Recording Purposes Only

**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
OF THE CITY OF AVON PARK, FLORIDA**

CITY OF AVON PARK, a Florida
Municipal Corporation

Petitioner,

Vs Kirstin Heads,

CE CASE /14-426

ADDRESS

1387 Memorial Dr.
Avon Park, Fl 33825

and all unknown parties claiming

by, through, under or against the
said named respondents, whether
living or not, and whether said
unknown parties claims as heirs,
devisees, grantees, assignees,
lienors, creditors, trustees, parties
in possession, or in any other
capacity claiming by, through or
under, or against the said named
respondents.

Respondent.

ORDER IMPOSING ADMINISTRATIVE FINE / LIEN

This case came for hearing before the Code Enforcement Special Magistrate on AUGUST, 13th 2014, at which time the Special Magistrate heard testimony under oath, received evidence, and issued an Order which was reduced to writing and furnished to the Respondent(s).

IT IS HEREBY ORDERED THAT:

An order imposing a lien in the amount of **DOLLARS (\$449.52)** is hereby imposed. This Order will be recorded in the public records of Highland County or any other county pursuant to the law, and when so recorded shall constitute a lien against any and all real and personal property of the Respondent pursuant to **Chapter 162, Florida Statutes, Section 162.09**. The recording of this Order is for the following described land located within Avon Park, Highlands County, Florida, to wit:

LEGAL DESCRIPTION; A-23-33-28-060-00D0-0101

FILL IN LEGAL

DONE AND ORDERED this 10th day of September, 2014 at Avon Park, Highlands County Florida.

CITY OF AVON PARK, FLORIDA

By: Glinda R. Pruitt
Glinda R. Pruitt, Special Magistrate

STATE OF FLORIDA
COUNTY OF HIGHLANDS

This forgoing instrument was acknowledged before me this 17th day of September 2014 by Glinda R. Pruitt as City of Avon Park Code Enforcement Special Magistrate, who is personally known to me.

City Clerk/ Notary at large

[Signature]



Notary Expires 4/14/18

This instrument prepared by Seth Henderson, Code Enforcement Officer, City of Avon Park, Florida

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KRISTIN HEADS
P.O. BOX 1483

ADDN PARK, FL 33826

Hand Delivered
on 10/15/14

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7014 1200 0001 0867 6944

PS Form 3811, July 2013

Domestic Return Receipt

 **COPY**



ABOUT HCPAO MEET YOUR APPRAISER SEARCH PROPERTY RECORDS

PREVIOUS ACCOUNT NEXT ACCOUNT
A-23-33-28-060-00D0-0101
10 Avon Park City Limits

VIEW MAP
 VALUE SUMMARY
 SALES HISTORY
 BUILDINGS
 LAND LINES
 EXTRA FEATURES
 QUERY LIST

Owners

Name 1 :HEADS KIRSTIN
 Name 2 :

SITE ADDRESS

1387 MEMORIAL DR
 AVON PARK , FL 33825

MAILING ADDRESS

Addr 1 : P O BOX 1483
 Addr 2 :
 City : AVON PARK
 State : FL
 Country:
 Zip : 33826

Legal Description

CRESCENT VIEW SUB PER PB 2
 -PG 54 E 110 FT OF LOT 10
 BLK D

[VIEW GIS MAP](#)

DOR Code : 01
[CLICK FOR CODE DESCRIPTION](#)

Neighborhood Code: 1034.00
 AVON PARK PT SE1/4 OF 22 & PT SW1/4 OF 2

Map Id : 44C
[CLICK TO DOWNLOAD](#)
 *Map is in PDF format and file size is large

[TAX COLLECTOR WEB SITE FOR THIS PARCEL.](#)



Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

Total Building Value	\$21,049	Total Assessed Value	\$33,130
Total OB/XF Value	\$7,167	Total Exemptions	\$0
Total Land Value	\$4,914	Total Taxable Value	\$33,130
Total Land Value - Agri.	\$0	Please note that property values in this office are being updated throughout the year. The final values are certified in October.	
Income	NA		
Total Classified Use Value	\$0		

CITY OF AVON PARK, FLORIDA

Case No.:

14-426

Petitioner,

Property Address:

1387 MEMORIAL DR

v

Strap No.:

A233328

Respondent

KRISTIN HEADS

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

7014 1200 0001 0867 1864

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.48	

Sent To: KRISTIN HEADS
 Street, Apt. No., or PO Box No.: P.O. Box 1483
 City, State, ZIP+4: AP 33826-1483

PS Form 3800, August 2006 See Reverse for Instructions

AFFIDAVIT OF POSTING AND

BEFORE ME, the undersigned authority, persona who, after being by me duly sworn stated the following under

1. My name is Seth Henderson, I old, and I otherwise sui juris. I have direct knowledge of the

2. I am a Code Enforcement Officer for the City of Avon Park, Highlands County, Florida.

3. On the 15th day of MAY, 2014, a Notice of Violation was issued to the above Respondent for an alleged violation of the Code of Ordinances of the City of Avon Park. Pursuant to section 162.12, Florida Statutes, a notice of this alleged violation and hearing thereon was provided to the Respondent by certified mail, return receipt requested, to the Respondent at the address listed in the tax collector's office for tax purposes and at any other address provided to the City of Avon Park by the Respondent which was/were returned as unclaimed or refused.

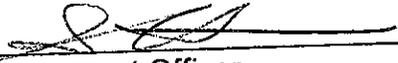
4. On the 4th day of August, 2014, I posted notice of the alleged violation and hearing thereon at the property upon which the violation is alleged to exist and at the primary municipal government office. A copy of the notice posted, stamped with the date of posting, is attached hereto.

5. On the 4th day of August, 2014, I mailed, via first class mail, a

notice of the alleged violation and hearing thereon, to the Respondent at the address listed in the tax collector's office for tax purposes and at any other address provided to the City of Avon Park by the Respondent.

FURTHER AFFIANT SAYETH NOT.

Dated this 11th day of AUGUST, 2014.

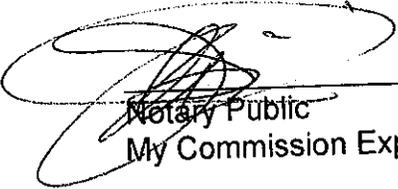


Code Enforcement Officer

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

The foregoing instrument was acknowledged before me this 11th day of AUGUST, 2014, by SONA HENDERSON, Code Enforcement Officer for the City of Avon Park, who is personally known to me or who provided N/A as identification.





Notary Public
My Commission Expires: 4/14/18

CO COPY

City of Avon Park
September 29th, 2014
1535 SR 64 W. Ste. 4
Avon Park, FL 33825
863-453-3565

Manner of Service: CERTIFIED MAIL / RRR

**NOTICE TO APPEAR
BEFORE THE CODE ENFORCEMENT SPECIAL
MAGISTRATE**

Case Number: 14-00000426

Violation Location: 1387 MEMORIAL DR

KIRSTIN HEADS
P.O BOX 1483
AVON PARK, FL 33826

TAX ID# A23332806000D00101

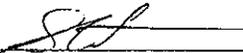
You are hereby **NOTIFIED TO APPEAR** before the Code Enforcement Special Magistrate on **OCTOBER 15TH, 2014 at 3:00 PM**. The hearing will be held in the City Council Chamber located at **123 E. Pine Street**. Your case may be decided even if you fail to appear without a continuance, so if you have valid cause not to appear, you must contact the Code Enforcement Division below, and seek a continuance of your case.

Violation: APPEAL OF RULING MADE ON AUGUST 13TH, 2014

Date of Notice of Violation: MAY 15TH, 2014

If a person decides to appeal any decision made by the Special Magistrate with respect to any matter discussed at this hearing, he or she will need a record of the proceedings for such purposes and may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal would be based, pursuant to Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting, or if you have any questions regarding this Notice, please call Joe Sliva at (863) 453-3565.

Sincerely,



RE COPY

NOTICE OF POSTING OCTOBER 6, 2014

CASE # 14-00000426

ADDRESS: 1387 MEMORIAL DR
AVON PARK, FL 33825

A-23332806000D00101

**THIS PROPERTY IS IN VIOLATION OF THE
CITY OF AVON PARK CODE OF ORDINANCE
AND/OR MINIMUM MAINTENANCE
STANDARDS AND GUIDELINES FOR THE
COMMUNITY REDEVELOPMENT AREA
AND/OR NUISANCE , OVERGROWN PROPERTY**

**Failure to respond or comply will result in the City of Avon Park
taking action(s) to remedy the violation up to and including
demolition.**

As per Avon Park City Code of Ordinance 22-608

**ALL INTERESTED PARTIES CONTACT
THE CODE ENFORCEMENT OFFICE AT
(863) 453-3565**


Code Enforcement Officer

COPY

NOTICE OF POSTING

DATE: August 4th, 2014

CASE # 14-00000426

ADDRESS: 804 N ANOKA AVE.

1387 Memorial Dr

AVON PARK, FL 33825

A23332806000D00101

**THIS PROPERTY IS IN VIOLATION OF THE CITY OF
AVON PARK CODE OF ORDINANCE**

**Failure to respond or comply will result in the City of Avon Park
taking action(s) to remedy the violation up to and including
demolition.**

**OVERGROWN PROPERTY AND MILDEW, THIS IS A
REEVALUATION FROM THE HEARING ON JULY 9TH**

As per Avon Park City Code of Ordinance 22-602

**ALL INTERESTED PARTIES CONTACT
THE CODE ENFORCEMENT OFFICE AT
(863) 453-3565**

SBA

Code Enforcement Officer

FC COPY



PREVIOUS ACCOUNT

NEXT ACCOUNT

A-23-33-28-060-00D0-0101
10 Avon Park City Limits

- VIEW MAP
- VALUE SUMMARY
- SALES HISTORY
- BUILDINGS
- LAND LINES
- EXTRA FEATURES
- QUERY LIST

Owners

Name 1 :HEADS KIRSTIN
Name 2 :

SITE ADDRESS

1387 MEMORIAL DR
AVON PARK , FL 33825

MAILING ADDRESS

Addr 1 : P O BOX 1483
Addr 2 :
City : AVON PARK
State : FL
Country:
Zip : 33826

Legal Description

CRESCENT VIEW SUB PER PB 2
-PG 54 E 110 FT OF LOT 10
BLK D

[VIEW GIS MAP](#)

DOR Code : 01
[CLICK FOR CODE DESCRIPTION](#)

Neighborhood Code: 1034.00
AVON PARK PT SE1/4 OF 22 & PT SW1/4 OF 2

Map Id : 44C
[CLICK TO DOWNLOAD](#)
*Map is in PDF format and file size is large

[TAX COLLECTOR WEB SITE FOR THIS PARCEL.](#)

COPY

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Total Land Value - Agri.	\$0	Please note that property values in this office are being updated throughout the year. The final values are certified in October.	
Income	NA		
Total Classified Use Value	\$0		

City of Avon Park
Code Enforcement
1535 SR 64 W.
AVON PARK, FL 33825

CERTIFIED MAIL



7014 1200 0001 0867 1567



Kirstin Heads
PO Box 1483
Avon Park FL 33826-1483

KHC

062S0008503713
\$6.480
US POSTAGE
FIRST CLASS
FROM 33825
JUL 03 2014
stamps.com



*1535 SR 64 W
AVON PARK
FL 33825*

NIXIE

338 58 1040

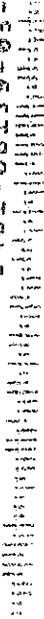
0007/11/14

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

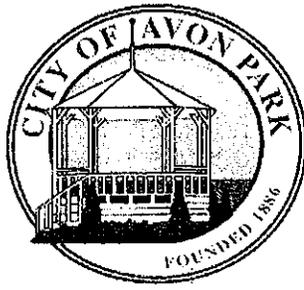
33825 03303

SC: 33825330399

*2461-08159-03-40



Handwritten mark



City of Avon Park
1535 SR 64 W. Ste. 4
Avon Park, FL 33825
863-453-3565

June 30, 2014

**NOTICE TO APPEAR
BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE**

Case Number: 14-00000426

Manner of Service: CERTIFIED MAIL / RRR

KIRSTIN HEADS
P.O. BOX 1483
AVON PARK FL 33826

Violation Location: 1387 MEMORIAL DR
TAX ID 23332806000D00101

You are hereby **NOTIFIED TO APPEAR** before the Code Enforcement Special Magistrate on **JULY 9TH 2014 at 3:00 PM**. The hearing will be held in the City Council Chamber located at **123 E. Pine Street**. Your case may be decided even if you fail to appear without a continuance, so if you have valid cause not to appear, you must contact the Code Enforcement Division below, and seek a continuance of your case.

Violation: ORDINANCE NO 22-602; OVERGROWN PROPERTY EXCEEDING 6 INCHES IN LENGTH AND MILDEW ON EXTERIOR OF STRUCTURE. **Date of Violation:** **MAY 15, 2014.**

If a person decides to appeal any decision made by the Special Magistrate with respect to any matter discussed at this hearing, he or she will need a record of the proceedings for such purposes, and may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal would be based, pursuant to Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting, or if you have any questions regarding this Notice, please call Joe Sliva at (863) 453-3565.

Sincerely,

CG COPY

NOTICE OF POSTING

DATE: JUNE 30, 2014

CASE # 14-00000426

ADDRESS: 1387 MEMORIAL DR

AVON PARK, FL 33825

A-23332806000D00101

**THIS PROPERTY IS IN VIOLATION OF THE CITY
OF AVON PARK CODE OF ORDINANCE AND/OR
MINIMUM MAINTENANCE STANDARDS AND
GUIDELINES FOR THE COMMUNITY
REDEVELOPMENT AREA
AND/OR NUISANCE , OVERGROWN PROPERTY**

**Failure to respond or comply will result in the City of Avon Park
taking action(s) to remedy the violation up to and including
demolition.**

As per Avon Park City Code of Ordinance 22-608

**ALL INTERESTED PARTIES CONTACT
THE CODE ENFORCEMENT OFFICE AT
(863) 453-3565**



Code Enforcement Officer



CITY OF AVON PARK, FLORIDA

Case No.:

14-426

Petitioner,

Property Address:

1387 McMillan Dr.

v

Strap No.:

23332806000D00101

Respondent

KIRSTIN HEADS

AFFIDAVIT OF POSTING AND OF MAILING

BEFORE ME, the undersigned authority, personally appeared Scott Henderson who, after being by me duly sworn stated the following under oath:

1. My name is Scott Henderson, I am over the age of eighteen (18) years old, and I otherwise sui juris. I have direct knowledge of the facts set forth below.

2. I am a Code Enforcement Officer for the City of Avon Park, Highlands County, Florida.

3. On the 15th day of May, 2014, a Notice of Violation was issued to the above Respondent for an alleged violation of the Code of Ordinances of the City of Avon Park. Pursuant to section 162.12, Florida Statutes, a notice of this alleged violation and hearing thereon was provided to the Respondent by certified mail, return receipt requested, to the Respondent at the address listed in the tax collector's office for tax purposes and at any other address provided to the City of Avon Park by the Respondent which was/were returned as unclaimed or refused.

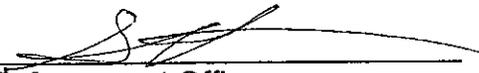
4. On the 30th day of June, 2014, I posted notice of the alleged violation and hearing thereon at the property upon which the violation is alleged to exist and at the primary municipal government office. A copy of the notice posted, stamped with the date of posting, is attached hereto.

5. On the 30th day of June, 2014, I mailed, via first class mail, a

notice of the alleged violation and hearing thereon, to the Respondent at the address listed in the tax collector's office for tax purposes and at any other address provided to the City of Avon Park by the Respondent.

FURTHER AFFIANT SAYETH NOT.

Dated this 7th day of JULY, 2014.


Code Enforcement Officer

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

The foregoing instrument was acknowledged before me this 8th day of JULY, 2014, by SETH HENDERSON, Code Enforcement Officer for the City of Avon Park, who is personally known to me or who provided

N/A as identification.




Notary Public
My Commission Expires:

CC COPY

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$6.48

Postmark
Here



ENFORCEMENT

MENT NOTICE

7014015000014946

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48

Postmark
Here

Sent To Heads
 Street, Apt. No.,
 or PO Box No. _____
 City, State, ZIP+4 _____

Sent To Kirstin Heads
 Street, Apt. No.,
 or PO Box No. PO Box 1483
 City, State, ZIP+4 Avon Park, FL 33826

PS Form 3800, August 2005 See Reverse for Instructions

Dear: HEADS KIRSTIN
 P.O. BOX 1483

AVON PARK FL 33826

Case # 14-00000426

DNC

During a recent inspection of your property located at 1387 MEMORIAL DR on May 15, 2014. It was discovered that the property is in violation of the Code of Ordinances of the City of Avon Park. SEE ATTACHED NOTICE OF VIOLATION.

The Code Enforcement Office requests that you correct this violation. If you have any questions you may visit our office or contact us by calling 863-453-3565 within the next thirty (30) days after the receipt of this letter.

Failure to correct this violation or contact this office may require other course of actions pursuant to section 162.12 Florida Statutes and the Code of Ordinances of the City of Avon Park.


 P. S. O. SETH HENDERSON

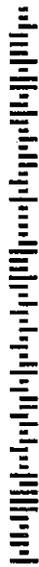
CC COPY

062S0008503713

\$6.480
USP 1GE
1SS
FRS
FROM 33825
MAY 15 2014
stamps.com



7014 0150 0001 4946 8606



Kirstin Heads
PO Box 1483
Avon Park FL 33826-1483

City of Avon Park
Code Enforcement
1535 SR 64 W.
AVON PARK, FL 33825

X 339 N7E 1040113 10905 / 15 / 14
FORWARD TIME EXP RTN TO SEND
HEADS L KIRSTIN
4550 SHAD DR
SEBRING FL 33870-6438

RETURN TO SENDER

33825 @ 3303



CCOPY

Violation Detail

00010 Exterior property areas Sec. 22-602

Date Est: May 15, 2014 Location: Qty: 001

Violation Description

Sec. 22-602. Exterior property areas.

(a) Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property, which such occupant occupies or controls in a clean and sanitary condition.

(b) Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Approved retention areas and reservoirs are exempted from this section.

(c) Sidewalks, walkways, stairs, parking lots and spaces and driveways.

(1) General. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. All parking spaces will be paved or stabilized (cement, gravel, brick, etc.) to meet code. Materials used to stabilize parking spaces shall not be of such a nature as to produce airborne particulates during windy conditions. Driveways shall be paved or stabilized to preclude the production of airborne particulates during windy conditions. Such parking spaces as required by this section shall in no part exist upon, and any portion of any vehicle shall overhang, the right-of-way of any public road, street, alley or walkway (LDR 3.03.04(A) (1.)). All parking spaces shall meet the dimensions as specified in the land development regulation as shown in Exhibit "A". In no case shall ingress or egress to or from a parking space or lot be over any curb or sidewalk except in those instances when the sidewalk is an integral part of a properly permitted driveway. Curb cuts shall not be provided into a property except to accommodate a properly designed, constructed and permitted driveway.

(2) Commercial parking lots and spaces. This section applies to all parking spaces other than residential.

Parking spaces shall meet the dimensions as specified in the land development regulation. Parking lots and spaces must be maintained and kept free of overgrowth, potholes, weeds, trash and debris. Paving and striping shall be maintained in good repair, neat in appearance and clearly marked. Required landscaping shall be maintained



(3) Parking. On local residential streets not divided by a stripped center line, vehicular parking will be allowed only on one side of the street. On north-south streets vehicles will be parked on the east side of the street facing in a northerly direction. On east-west streets vehicles will be parked on the north side facing in an westerly direction. Parked vehicles shall not prevent access to properly permitted driveways or fire hydrants. In all cases, vehicles will be parked in such a manner as to allow the passage of emergency vehicles; fire truck, ambulance and police vehicle. Non-commercial vehicles may be parked for storage purposes in a side yard not less than five feet from the side property line and within a rear yard not less than five feet from the rear property line.

(d) Lawn maintenance. All exterior areas to include rights-of-way and easements from the curb or edge of pavement and/or adjoining property line throughout front, side and rear yards will be maintained by the property owner in accordance with this article. All premises and exterior property shall be maintained free from weeds or plant growth in excess of six inches. All noxious weeds shall be prohibited. All dead trees, including, but not limited to those planted in city right-of-way, and limbs shall be removed from the property.

(e) Rodent and insect harborage. All structures and exterior property shall be kept free from rodent and insect harborage and infestation. Where rodents and/or insects are found, they shall be promptly exterminated by approved processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

(f) Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

(g) Accessory structures. All accessory structures, including but not limited to detached garages, fences and walls, shall be maintained structurally sound and in good repair.

(1) Gates. Gates which are required to be self-closing and self-latching in accordance with the Florida Building Code shall be maintained such that the gate will positively close and latch when released from a still position.

(2) Swimming pools. Swimming pools to include required fencing and self-locking gates shall be maintained in a clean and sanitary condition, and in good repair.

(h) Motor vehicles. Except as provided for in other



Y

regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. A vehicle of any type is permitted to undergo major overhaul, including bodywork, provided that such work is performed inside a fully enclosed structure or similarly fully enclosed area designed and approved by the city for such purposes.

(i) Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

(j) Vacant lots. Where a vacant lot exists or is created through demolition, the owner shall cover all areas with grass or other ground cover. Said ground cover shall be maintained at a height not to exceed six inches and the property kept free of growth weeds (definition of weeds above includes grass), trash and debris.

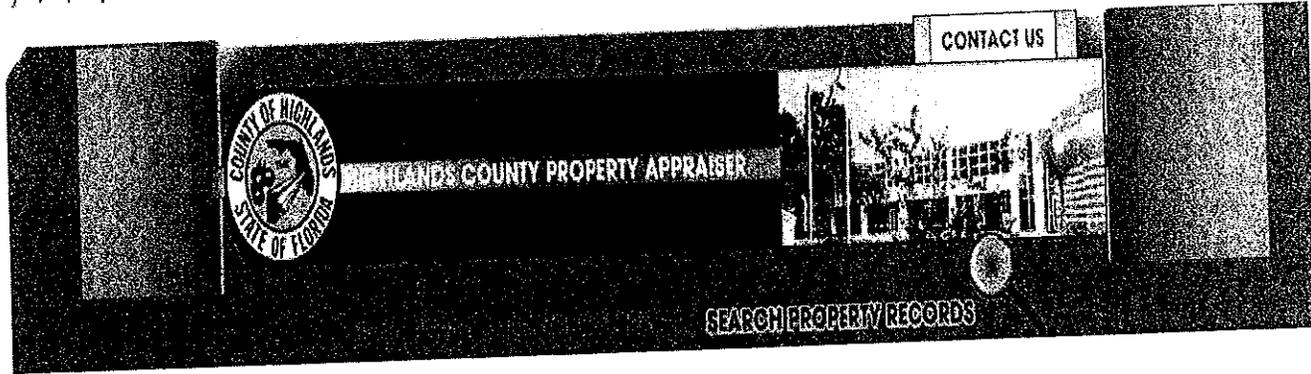
(Ord. No. 13-07, § 1, 6-25-2007; Ord. No. 20-07, § 1, 8-27-2007)

Violation Text

Overgrown property exceeding 6 inches in length and mildew on exterior of structure.

Violation Corrective Action

 **COPY**



PREVIOUS ACCOUNT NEXT ACCOUNT
A-23-33-28-060-00D0-0101
10 Avon Park City Limits

- VIEW MAP
- VALUE SUMMARY
- SALES HISTORY
- BUILDINGS
- LAND LINES
- EXTRA FEATURES
- QUERY LIST

Owners
 Name 1 : HEADS KIRSTIN
 Name 2 :

SITE ADDRESS
 1387 MEMORIAL DR
 AVON PARK , FL 33825

MAILING ADDRESS
 Addr 1 : P O BOX 1483
 Addr 2 :
 City : AVON PARK
 State : FL
 Country :
 Zip : 33826

Legal Description
 CRESCENT VIEW SUB PER PB 2
 -PG 54 E 110 FT OF LOT 10
 BLK D

[VIEW GIS MAP](#)

OG + MM

DOR Code : 01
 CLICK FOR CODE DESCRIPTION

Neighborhood Code: 1034.00
 AVON PARK PT SE1/4 OF 22 & PT SW1/4 OF 2

Map Id : 44C
 ▼ CLICK TO DOWNLOAD
 *Map is in PDF format and file size is large

▼ TAX COLLECTOR WEB SITE
 FOR THIS PARCEL.

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

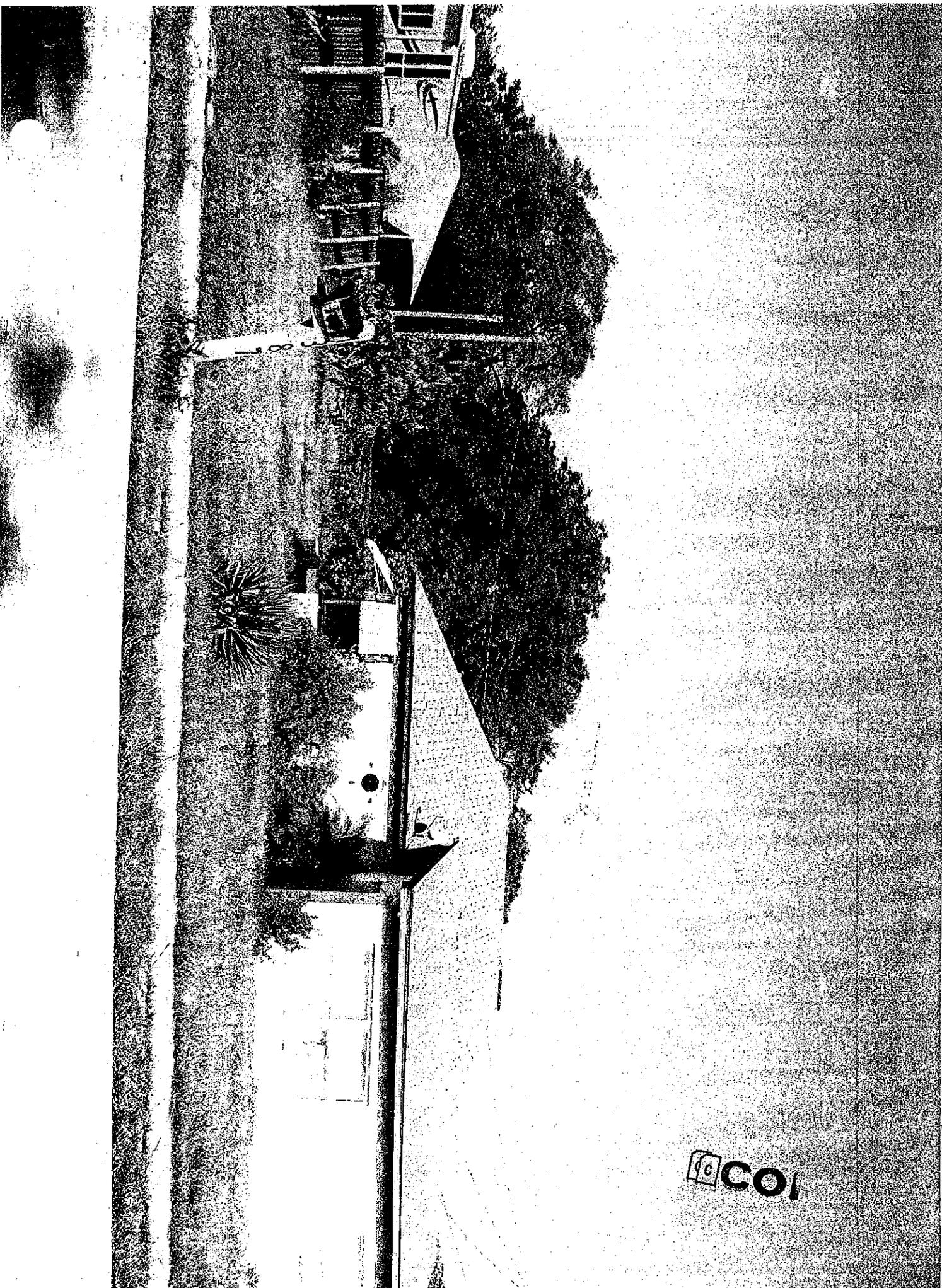
VALUE SUMMARY

Total Building Value
 Total OB/XF Value
 Total Land Value
 Total Land Value - Agri.
 Income
 Total Classified Use Value

\$21,049	Total Assessed Value	\$32,789
\$6,826	Total Exemptions	\$0
\$4,914	Total Taxable Value	\$32,789
\$0	Please note that property values in this office are being updated throughout the year. The final values are certified in October.	
NA		
\$0		

TAXABLE VALUE SUMMARY

COPY



7-4-14

1387 Memorial

1-18

COI

7-1-19

1387 Memorial

[Handwritten signature]



COPY



7-9-19

1387 Memorial

AB

COT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA; AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR THE MANAGEMENT LEVEL EMPLOYEES OF AVON PARK, FLORIDA; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council established a Retirement Plan and Trust for the Employees of Avon Park pursuant Ordinance 03-02 dated January 14, 2002; and

WHEREAS, the Retirement Plan and Trust agreement was executed on March 15, 2002; and

WHEREAS, the Plan and Trust authorizes the City Council to amend the Plan and Trust, in whole or in part, either retroactively or prospectively, by delivering to the Trustee a written amendment in accordance with the limitations set out in that section; and

WHEREAS, management level employees include the following titles: City Manager and Department Heads.

WHEREAS, a general employee is any non-sworn, full-time employee who is not a management level employee and does not participate in another City-sponsored retirement system.

WHEREAS, the City Council desires to amend the Plan and Trust to prospectively change the vesting schedule for Department Head and City Manager titles, while leaving the vesting schedule the same for general employees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AVON PARK, FL:

SECTION 1. The City Council of the City of Avon Park, in its capacity as the Trustee of the Retirement Plan and Trust for the employees of Avon Park hereby approves the changes as set out forth below, with additions to the Plan and Trust indicated by underlining (underlining) and deletions by strike through (~~stricken through~~).

Non-elective Contributions – Participating Employer Non-elective Contributions will be made on the following basis (must specify):

A fixed rate employer contribution of 10.77% of employees annual compensation per pay period.

Vesting for Participating Employer Non-elective Contributions and Matching Contributions

A Participating Employer may establish a vesting schedule for Participating Employer Non-elective Contributions and Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified minimum period of service (not to exceed 5 years), the Participant forfeits the Participating Employer's Non-elective Contributions and Matching Contributions. However, upon Death, Disability, or the Termination of the Plan, the Participant is 100% vested in the Participant's Participating Employer Non-elective Contributions and Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Participating Employer's responsibility to

calculate the Participants service and report it to the Plan Administrator. The Participating Employer hereby elects the following:

A General Employee Participant becomes Vested in his or her Plan Account according to:

Immediate vesting

-or-

The schedule marked below

Vested percentage	[]	[]	[]	[]	[X]
Years of Vesting Service					
1	0%	0%	20%	0%	<u>0%</u>
2	0%	0%	40%	20%	<u>0%</u>
3	100%	0%	60%	40%	<u>0%</u>
4	****	0%	80%	60%	<u>0%</u>
5	****	100%	100%	80%	<u>50%</u>
6	****	****	****	100%	<u>60%</u>
7	****	****	****	****	<u>70%</u>
8	****	****	****	****	<u>80%</u>
9	****	****	****	****	<u>90%</u>
10	****	****	****	****	<u>100%</u>

A Department Head and City Manager – excepting any such individual whose employment contract with the City contains a conflicting vesting provision, in which case such contract provision will control – becomes Vested in his or her Plan Account according to:

Immediate vesting

-or-

The schedule marked below

Vested percentage	[]	[]	[]	[]	[X]
Years of Vesting Service					
1	0%	0%	20%	0%	0%
2	0%	0%	40%	20%	100%
3	100%	0%	60%	40%	****
4	****	0%	80%	60%	****
5	****	100%	100%	80%	****
6	****	****	****	100%	****
7	****	****	****	****	****
8	****	****	****	****	****
9	****	****	****	****	****

SECTION 2. The City Council of Avon Park hereby empowers the Chairperson or its appointee of the City of Avon Park the authority to execute such documents and agreements as are required to effectuate this amendment of the Plan.

SECTION 3. All Ordinances or parts of Ordinances, in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be effective immediately upon passage.

INTRODUCED AND PASSED on First Reading the _____ day of _____, 2014.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting by the City Council of Avon Park, Florida, this _____ day of _____ 2014.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Maria Sutherland, City Clerk

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

PUBLIC HEARING CITY OF AVON PARK, FLORIDA

Notice is given that the City of Avon Park, Florida, will consider approval of Ordinance 24-14 at the regular City Council meeting scheduled for October 27, 2014, at the Council Chambers, located at 123 East Pine Street, Avon Park, FL starting at 6:00 PM.

ORDINANCE NO. 24-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA; AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR THE MANAGEMENT LEVEL EMPLOYEES OF AVON PARK, FLORIDA; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Interested persons can appear and be heard on this matter at the Council Meeting by attending the meeting and signing the request form. Copies of background materials may be reviewed or obtained at the office of the City Clerk, M-F, 8:30 to 5:00 PM at 110 East Main Street, Avon Park, FL 33825.

If a person decides to appeal any decision made by the Board with respect to any matter discussed at any meeting or hearing, he will need a record of the proceedings for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is based, per Florida Statute 286.0105. Verbatim transcripts are not furnished by the City. Any person with a disability requiring reasonable special accommodations in order to participate in this meeting should contact the City Clerk with the request at (863) 452-4411.

E 11

ORDINANCE NO. 25-14

AN ORDINANCE TO ANNEX APPROXIMATELY 183 ACRES OF LAND OWNED BY BEN HILL GRIFFIN, INC., IDENTIFIED BY COUNTY ID NUMBERS C-01-34-28-A00-0040-0000, C-01-34-28-020-00G0-0000, C-01-34-28-020-00H0-0000, C-07-34-29-A00-0020-0000, AND C-07-34-29-020-00C0-0060 INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park, Florida is a duly incorporated municipality under the laws of the State of Florida; and

WHEREAS, Ben Hill Griffin, Inc., is the owner of the subject parcels of property as shown by the Highlands County property appraiser, herein referred to as Exhibit "B", with legal descriptions attached hereto as Exhibit "B"; and

WHEREAS, the City of Avon Park, would like to incorporate this property identified as parcels C-01-34-28-A00-0040-0000, C-01-34-28-020-00G0-0000, C-01-34-28-020-00H0-0000, C-07-34-29-A00-0020-0000, and C-07-34-29-020-00C0-0060 into the City limits of the City of Avon Park, Florida, as shown by the map, Exhibit "A", attached hereto and incorporated here in by reference; and

WHEREAS, the City has an Agreement signed by Ben Hill Griffin, IV, President, attached as Exhibit "C"; and

WHEREAS, the City of Avon Park, Florida, finds that the property is contiguous to the existing City Limits as required by Florida Statutes Section 171.044, and has the authority to annex this property; and

WHEREAS, the City of Avon Park, Florida deems it to be in the best interest of the public health, safety and welfare of the citizens of the City of Avon Park, Florida, and those entitled to its services that an Ordinance be passed for the purposes of annexing the said property; and,

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA;

Section 1. Property Suitable for Annexation. The City Council finds that the property is substantially contiguous to the existing city limits, and is otherwise capable of being lawfully annexed into the City.

Section 2. Property Annexed. That the parcels of land with the metes and bounds legal descriptions identified in Exhibit "B" attached hereto and incorporated herein, is

hereby voluntarily annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The property being annexed is shown on the map attached as Exhibit "A". The tax ID numbers for the parcels making up the annexed property are:

- C-01-34-28-A00-0040-0000
- C-01-34-28-020-00G0-0000
- C-01-34-28-020-00H0-0000
- C-07-34-29-A00-0020-0000
- C-07-34-29-020-00C0-0060

The City boundaries are hereby redefined so as to include the said described parcel of land.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage.

This Ordinance shall become effective upon passage by the City Council.

This ordinance was read for the first time at the Regular Meeting of the City Council on the _____ day of _____, 20____, where it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

This ordinance was authorized to be read for a second and final time at the Regular Meeting of the City Council on the _____ day of _____, 20____, where it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

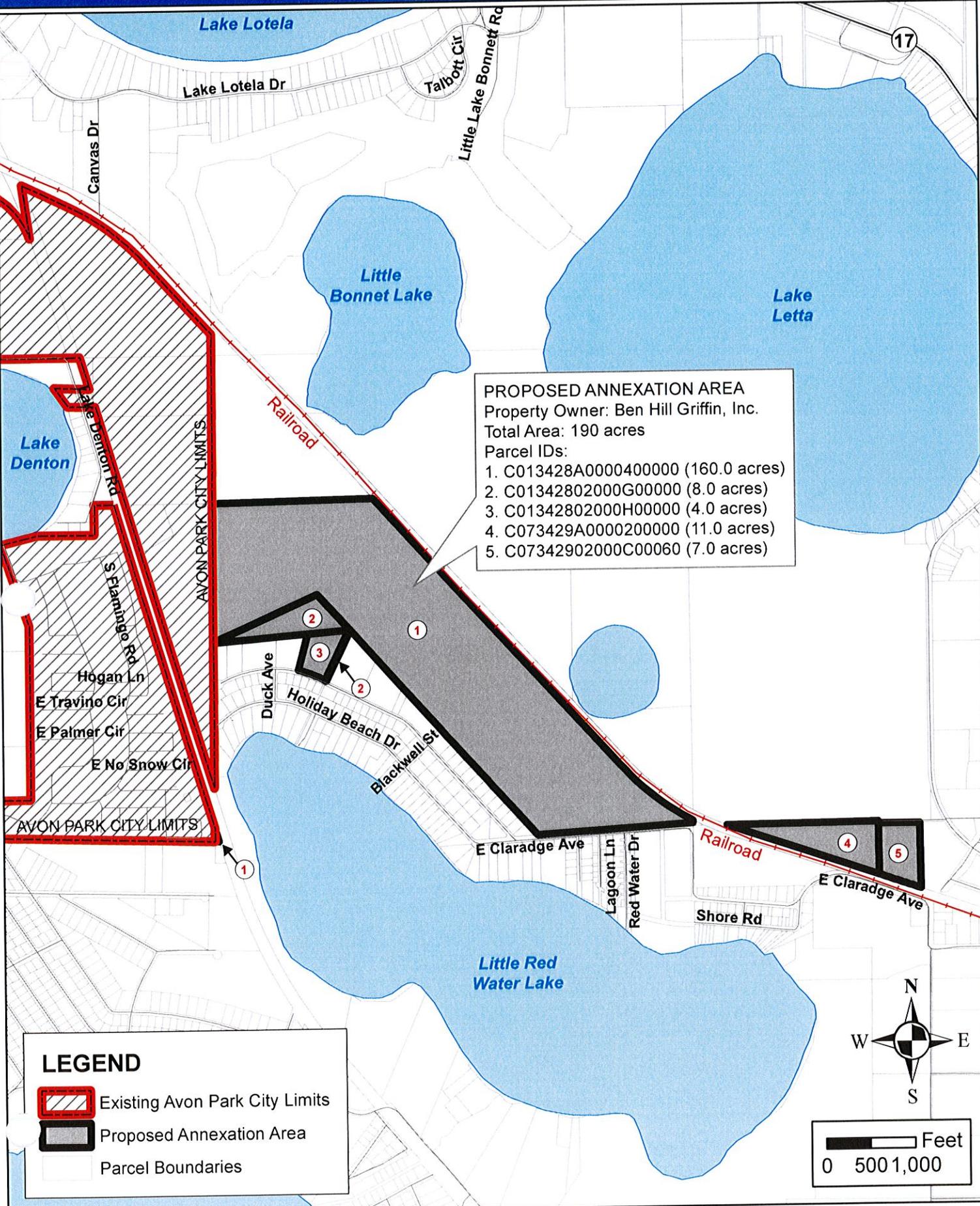
By: _____
Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 25-14



PROPOSED ANNEXATION AREA
 Property Owner: Ben Hill Griffin, Inc.
 Total Area: 190 acres
 Parcel IDs:
 1. C013428A0000400000 (160.0 acres)
 2. C01342802000G00000 (8.0 acres)
 3. C01342802000H00000 (4.0 acres)
 4. C073429A0000200000 (11.0 acres)
 5. C07342902000C00060 (7.0 acres)

LEGEND

- Existing Avon Park City Limits
- Proposed Annexation Area
- Parcel Boundaries

N
 W E
 S

0 500 1,000 Feet

EXHIBIT-B

Page - 1



CONTACT US

ABOUT HCPAO MEET YOUR APPRAISER SEARCH PROPERTY RECORDS

PREVIOUS ACCOUNT

NEXT ACCOUNT

C-01-34-28-A00-0040-0000
40 County Southwest Water

VIEW MAP
 VALUE SUMMARY
 SALES HISTORY
 BUILDINGS
 LAND LINES
 EXTRA FEATURES
 QUERY LIST

Owners

Name 1 : BEN HILL GRIFFIN INC
 Name 2 :

SITE ADDRESS

1625 E CLARADGE AVE
 AVON PARK , FL 33825

MAILING ADDRESS

Addr 1 : P O BOX 127
 Addr 2 :
 City : FROSTPROOF
 State : FL
 Country :
 Zip : 33843

Legal Description

ALL S + W OF SAL RR-LESS
 N 1/2 OF NW 1/4 W OF RR +
 LESS RED WATER LAKE EST +
 LESS SUNSET LAKES EST +
 LESS ABANDONED ACL RR R/W +
 LESS .46 ACRE TR IN SW
 COR W OF RR
 1-34-28/4 159.93 ACRES

DOR Code : 66
 CLICK FOR CODE DESCRIPTION

VIEW GIS MAP

Neighborhood Code: 340.00
 RURAL TRACTS IN 34/28

Map Id : 46A

CLICK TO DOWNLOAD

*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE
 FOR THIS PARCEL.

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

Total Building Value	\$0
Total OB/XF Value	\$3,054
Total Land Value	\$1,099,100
Total Land Value - Agri.	\$732,517
Income	NA
Total Classified Use Value	\$735,571
Total Just Value	\$1,102,154

Total Assessed Value	\$735,571
Total Exemptions	\$0
Total Taxable Value	\$735,571

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

SALES HISTORY

Off. Record	Date	Type	Reason	Sales Price
Book	Page	Month	Code	
		Year		

EXHIBIT-B

Page-2



PREVIOUS ACCOUNT

NEXT ACCOUNT

C-01-34-28-020-00G0-0000
40 County Southwest Water

- VIEW MAP
- VALUE SUMMARY
- SALES HISTORY
- BUILDINGS
- LAND LINES
- EXTRA FEATURES
- QUERY LIST

Owners

Name 1 : BEN HILL GRIFFIN INC
 Name 2 :

SITE ADDRESS

3015 GLACIER AVE
 AVON PARK , FL 33825

MAILING ADDRESS

Addr 1 : P O BOX 127
 Addr 2 :
 City : FROSTPROOF
 State : FL
 Country :
 Zip : 33843

Legal Description

RED WATER LAKE ESTATES
 PB 7-PG 19
 TRACTS G-N + NLY PORTIONS
 OF TRS H-J-K-L
 DESC IN OR 413-PG 853
 8.14 ACRES M/L

DOR Code : 66
 CLICK FOR CODE DESCRIPTION

[VIEW GIS MAP](#)

Neighborhood Code: 2022.00
 LITTLE RED WATER AREA

Map Id : 46A

[CLICK TO DOWNLOAD](#)

*Map is in PDF format and file size is large

[TAX COLLECTOR WEB SITE FOR THIS PARCEL.](#)

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

Total Building Value	\$0
Total OB/XF Value	\$0
Total Land Value	\$54,568
Total Land Value - Agri.	\$36,372
Income	NA
Total Classified Use Value	\$36,372
Total Just Value	\$54,568

Total Assessed Value	\$36,372
Total Exemptions	\$0
Total Taxable Value	\$36,372

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

SALES HISTORY

EXHIBIT-B

Page-3



PREVIOUS ACCOUNT NEXT ACCOUNT

C-01-34-28-020-00H0-0000

40 County Southwest Water

- VIEW MAP
- VALUE SUMMARY
- SALES HISTORY
- BUILDINGS
- LAND LINES
- EXTRA FEATURES
- QUERY LIST

Owners
 Name 1 : BEN HILL GRIFFIN INC
 Name 2 :

SITE ADDRESS
 3025 GLACIER AVE
 AVON PARK , FL 33825-

MAILING ADDRESS
 Addr 1 : 700 SCENIC HWY
 Addr 2 :
 City : FROSTPROOF
 State : FL
 Country:
 Zip : 33843

Legal Description
 REDWATER LAKE ESTATES
 PB 7 PG 19
 SLY 4.18 ACRES OF
 TRACT H

[VIEW GIS MAP](#)

DOR Code : 00
 CLICK FOR CODE DESCRIPTION

Neighborhood Code: 2022.00
 LITTLE RED WATER AREA

Map Id : 46A
 CLICK TO DOWNLOAD
 *Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE
 FOR THIS PARCEL.

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

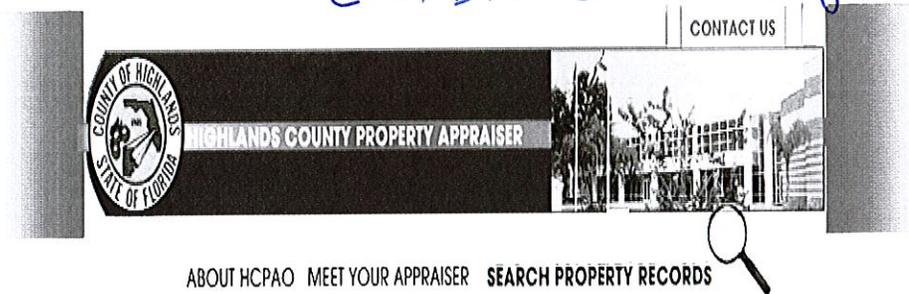
Total Building Value	\$0
Total OB/XF Value	\$0
Total Land Value	\$25,080
Total Land Value - Agri.	\$0
Income	NA
Total Classified Use Value	\$0
Total Just Value	\$25,080

Total Assessed Value	\$25,080
Total Exemptions	\$0
Total Taxable Value	\$25,080

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

EXHIBIT-B

Page-4



PREVIOUS ACCOUNT

NEXT ACCOUNT

C-07-34-29-A00-0020-0000
40 County Southwest Water

VIEW MAP
 VALUE SUMMARY
 SALES HISTORY
 BUILDINGS
 LAND LINES
 EXTRA FEATURES
 QUERY LIST

Owners

Name 1 : **BEN HILL GRIFFIN INC**
 Name 2 :

SITE ADDRESS

2015 E CLARADGE AVE
 AVON PARK , FL 33825

MAILING ADDRESS

Addr 1 : **700 SCENIC HWY**
 Addr 2 :
 City : **FROSTPROOF**
 State : **FL**
 Country:
 Zip : **33843**

Legal Description

FRAC NW 1/4 OF NW 1/4
 N OF RR + N 1/2 OF NE 1/4
 OF NW 1/4 LYING N OF SAL
 RR R/W + LESS LAKEMONT SUB
 7-34-29/2
 11.63 ACRES

DOR Code : 66
 CLICK FOR CODE DESCRIPTION

[VIEW GIS MAP](#)

Neighborhood Code: 440.00
 RURAL TRACTS IN 34/29

Map Id : **67C**
 CLICK TO DOWNLOAD
 *Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE
 FOR THIS PARCEL.

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

Total Building Value	\$0
Total OB/XF Value	\$100
Total Land Value	\$59,716
Total Land Value - Agri.	\$39,758
Income	NA
Total Classified Use Value	\$39,858
Total Just Value	\$59,816

Total Assessed Value	\$39,858
Total Exemptions	\$0
Total Taxable Value	\$39,858

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

SALES HISTORY

EXHIBIT-B

Page-5



PREVIOUS ACCOUNT

NEXT ACCOUNT

C-07-34-29-020-00C0-0060
40 County Southwest Water

- VIEW MAP
- VALUE SUMMARY
- SALES HISTORY
- BUILDINGS
- LAND LINES
- EXTRA FEATURES
- QUERY LIST

Owners

Name 1 : **BEN HILL GRIFFIN INC**
 Name 2 :

SITE ADDRESS

2840 MARTEN RD
 SEBRING , FL 33872-

MAILING ADDRESS

Addr 1 : **700 SCENIC HWY**
 Addr 2 :
 City : **FROSTPROOF**
 State : **FL**
 Country:
 Zip : **33843**

Legal Description

LAKEMONT ESTATES SUB
 PB 2 PG 128
 PORTIONS OF LOTS 3-4-5 +
 ALL LOTS 6 TO 23 INC
 BLK C +
 LOTS 1 TO 15 INC + PORTION
 OF LOT 42 + ALL LOTS 43
 TO 49 INC BLK D +
 LOTS 16 TO 53 INC BLK E
 PER OR 632-PG 33
 + VACATED RDS
 6.82 ACRES

DOR Code : 66
 CLICK FOR CODE DESCRIPTION

Neighborhood Code: 440.00
 RURAL TRACTS IN 34/29

Map Id : 67C

CLICK TO DOWNLOAD

*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE
 FOR THIS PARCEL.

VIEW GIS MAP

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

Total Building Value	\$0
Total OB/XF Value	\$0
Total Land Value	\$24,450
Total Land Value - Agri.	\$16,293
Income	NA
Total Classified Use Value	\$16,293
Total Just Value	\$24,450

Total Assessed Value	\$16,293
Total Exemptions	\$0
Total Taxable Value	\$16,293

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

SALES HISTORY

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 11th Aug, 2014, by and between BEN HILL GRIFFIN INC, a Florida corporation, whose business address is P O BOX 127, FROSTPROOF, FL 33843, for themselves and their successors and assigns (hereinafter collectively referred to as "Owner"), and the City of Avon Park, a municipal corporation, whose business address is 110 East Main Street, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

PURPOSE & INTENT

A. Owner is desirous of developing Owner's property described on Exhibit "A" attached hereto and made a part hereof (the "Property") someday in the future, and obtaining water service from the City when the Property is developed.

B. City is willing to provide such water service in the manner described herein, but in exchange requires that the annexation of the Property be performed as soon as legally possible.

AGREEMENT

OWNER and CITY therefore agree as follows:

1. Purpose & Intent and Exhibits Are Part of Agreement. The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement and statements therein are hereby deemed a part of this Agreement.

2. Agreements between the Parties as to Annexation. Owner irrevocably agrees to voluntarily annex the Property within the City. City agrees to annex the Property.

3. Agreements as to Extension of Water Service.

a. The City agrees to perform or contract for all professional engineering services for design and FDEP permitting necessary to extend:

i. A water main of 8" in diameter with an estimated length of 7,700 feet in length, aligned along the proposed easements, or dedicated public right of way as illustrated on Exhibit-B.

b. The City will permit and construct the above described project (the "Utility Project") within 48 months of the execution of this Agreement.

4. Commencement of City Duties. The City's obligation to perform its duties regarding the Utility Project will be initiated upon annexation, and completed within a 48 month period.

5. Zoning change during the Annexation Process. As part of the annexation process, and at no cost to the Owner, the City and Owner will jointly initiate the rezoning of the property.

6. Dedication of Easement. Owner will provide the City with an easement 25 ft wide by 7,800 ft long for the purposes of installing utilities. The City shall not remove any citrus trees within the easement area. The City shall make any needed irrigation repairs within 24 hours or sooner. The approximate area is shown in Exhibit-B. The easement may be utilized by the owner to meet the City's Land Development regulations setbacks.

7. Laws of Florida to Govern; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

8. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

9. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

10. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Owner and City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by the party to be bound thereby.

11. Conflict With Laws. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

12. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent owners of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof.

13. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

IN WITNESS WHEREOF, Owner and City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

[signatures on attached pages]

OWNER

<p>Signed, sealed and delivered before these witnesses:</p> <p><u>Gene Mooney</u> (Signed)</p> <p><u>Gene Mooney</u> (Printed)</p> <p><u>Donna H. Respress</u> (Signed)</p> <p><u>Donna H. Respress</u> (Printed)</p>	<p>BEN HILL GRIFFIN INC</p> <p>By: <u>BH Griffin</u> Chief Executive Officer</p>
---	--

State of Florida
County of ~~Highlands~~ Polk

This instrument was acknowledged before me this August 1, 201~~2~~¹⁴, by BH Griffin as CEO president of BEN HILL GRIFFIN INC, a Florida corporation. She is personally known to me or produced a driver's license as identification. He



Donna H. Respress
Notary Public
Print Name: Donna H. Respress
My Commission Expires: Oct-26-2017

E 12

ORDINANCE 26-14

AN ORDINANCE TO ANNEX APPROXIMATELY 19 ACRES OF LAND OWNED BY RED WATER INVESTMENTS LLC, LOCATED AT 1800 E CLARADGE AVE, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park, Florida is a duly incorporated municipality under the laws of the State of Florida; and

WHEREAS, RED WATER INVESTMENTS LLC., is the owner as shown by the legal description attached hereto as Exhibit "B"; and

WHEREAS, the City of Avon Park, would like to incorporate the property, described in Exhibit "B" into the City limits of the City of Avon Park, Florida, as shown by the map, Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the City has an Annexation Agreement signed by John T. Heston, attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the City of Avon Park, Florida, finds that the property is contiguous to the existing City Limits as required by Florida Statutes Section 171.044, and has the authority to annex this property; and,

WHEREAS, the City of Avon Park, Florida deems it to be in the best interest of the citizens of the City of Avon Park, Florida, and those entitled to its services, that an Ordinance be passed for the purposes of annexing the said property; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA;

Section 1. Property Suitable for Annexation. The City Council finds that the property is substantially contiguous to the existing city limits, and is otherwise capable of being lawfully annexed into the City.

Section 2. Property Annexed. That the parcel of land with the legal description identified in Exhibit "B" attached hereto and incorporated herein, is hereby voluntarily annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The property being annexed is shown on the map attached as Exhibit "A". The City boundaries are hereby redefined so as to include the said described parcel of land.

Section 3. Effective Date. This ordinance shall take effect immediately after passage.

INTRODUCED AND PASSED on First Reading the ____ day of _____, 2014.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ON THE ____ DAY OF _____, 2014.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Maria Sutherland, Adm. Services Director & City Clerk

Approved as to form:

Gerald T. Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 26-14

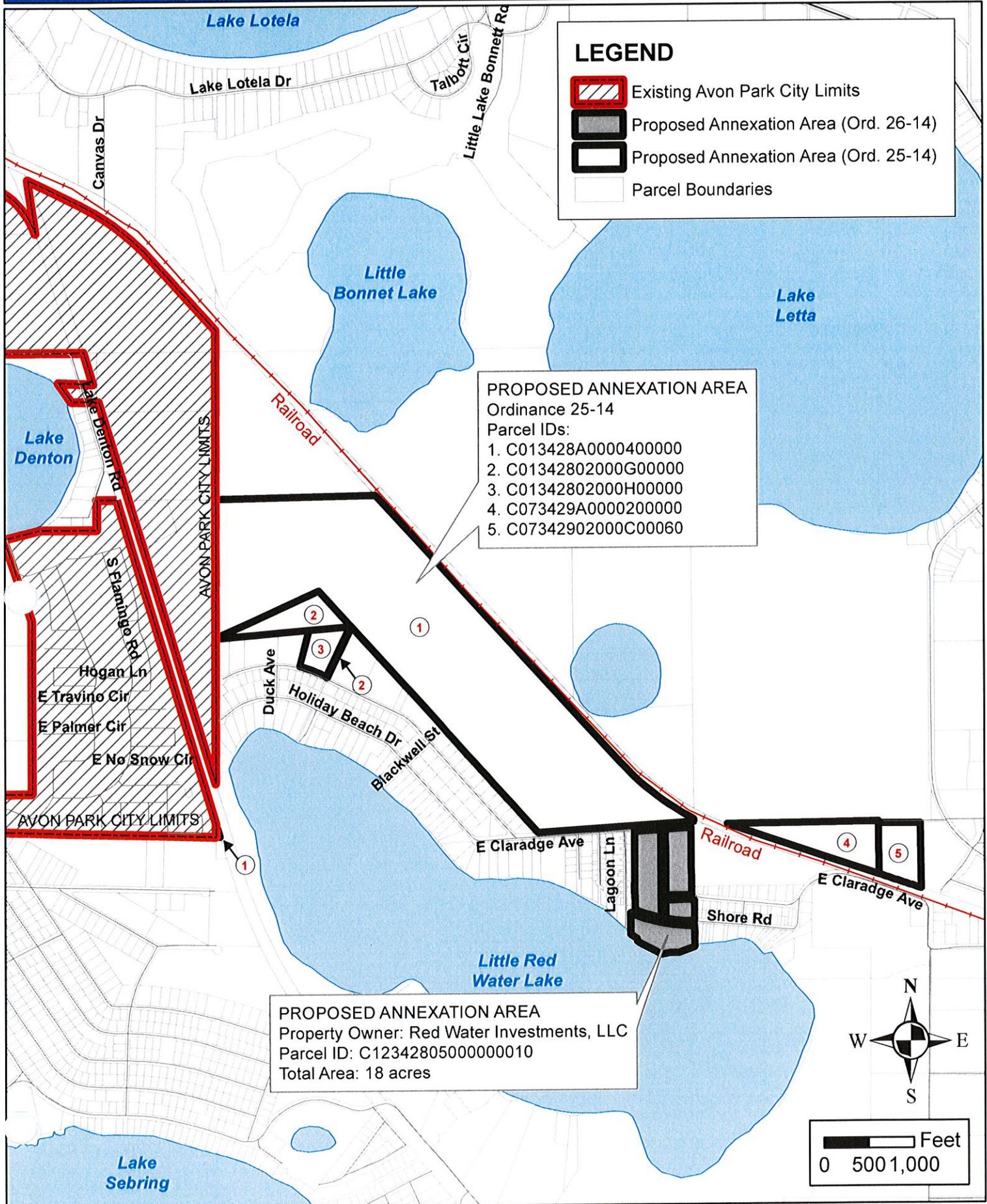


EXHIBIT-B



PREVIOUS ACCOUNT

NEXT ACCOUNT

C-12-34-28-050-0000-0010
40 County Southwest Water

VIEW MAP
 VALUE SUMMARY
 SALES HISTORY
 BUILDINGS
 LAND LINES
 EXTRA FEATURES
 QUERY LIST

Owners

Name 1 : RED WATER INVESTMENTS LLC
 Name 2 :

SITE ADDRESS

1800 E CLARADGE AVE
 AVON PARK , FL 33825

MAILING ADDRESS

Addr 1 : 317 TULANE CIRCLE
 Addr 2 :
 City : AVON PARK
 State : FL
 Country:
 Zip : 33825

Legal Description

LITTLE RED WATER SHORES
 PB 7-PG 17
 LOTS 1 TO 43 INC +
 CLOSED PARK DR
 PER OR 978-641

DOR Code : 58
 CLICK FOR CODE DESCRIPTION

VIEW GIS MAP

Neighborhood Code: 2022.00
 LITTLE RED WATER AREA

Map Id : 46D

CLICK TO DOWNLOAD

*Map is in PDF format and file size is large

TAX COLLECTOR WEB SITE
 FOR THIS PARCEL.

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

Total Building Value	\$0
Total OB/XF Value	\$0
Total Land Value	\$11,698
Total Land Value - Agri.	\$5,086
Income	NA
Total Classified Use Value	\$5,086
Total Just Value	\$11,698

Total Assessed Value	\$5,086
Total Exemptions	\$0
Total Taxable Value	\$5,086

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

SALES HISTORY

Off. Record	Date	Type	Qualified	Vacant	Reason	Sales Price
Book	Page	Inst	or	or	Code	
	Month	Year	Unqualified	Improved		

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this October 27, 2014, by and between RED WATER INVESTMENTS LLC, a Florida corporation, whose business address is 317 TULANE CIRCLE, AVON PARK, FL 33825 for themselves and their successors and assigns (hereinafter collectively referred to as "Owner"), and the **City of Avon Park**, a municipal corporation, whose business address is 110 East Main Street, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

PURPOSE & INTENT

A. Owner is desirous of developing Owner's property described on Exhibit "A" attached hereto and made a part hereof (the "Property") someday in the future, and obtaining water service from the City when the Property is developed.

AGREEMENT

OWNER and CITY therefore agree as follows:

1. Zoning change during the Annexation Process. At no cost to the Owner, the City and Owner will jointly initiate the rezoning of the property.
2. Laws of Florida to Govern; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.
3. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.
4. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

5. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Owner and City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by the party to be bound thereby.

6. Conflict With Laws. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

7. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent owners of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof.

8. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

IN WITNESS WHEREOF, Owner and City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

[signatures on attached pages]

OWNER

<p>Signed, sealed and delivered before these witnesses:</p> <p><u>[Signature]</u> (Signed)</p> <p><u>Brenda Silva</u> (Printed)</p> <p><u>[Signature]</u> (Signed)</p> <p><u>BONNIE D PARWICK</u> (Printed)</p>	<p>RED WATER INVESTMENTS LLC</p> <p>By: <u>[Signature]</u> President</p>
---	--

State of Florida
County of Highlands

This instrument was acknowledged before me this October 13, 2014, by Terry Heston, as president of RED WATER INVESTMENTS LLC, a Florida corporation. She [He] is personally known to me or [] produced a driver's license as identification.



[Signature]
Notary Public
Print Name: Maria T. Sutherland
My Commission Expires: May 6, 2018

CITY OF AVON PARK

[SEAL]

CITY OF AVON PARK, FLORIDA,

ATTEST: _____
Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS
TO FORM: _____
Gerald T. Buhr, City Attorney

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY TO BE ANNEXED



E 13

ORDINANCE 27-14

AN ORDINANCE TO ANNEX APPROXIMATELY 1.5 ACRES OF LAND OWNED BY SUTHERLAND C P + MARIA TERESA, LOCATED AT 845 LAKE LOTELA DR, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park, Florida is a duly incorporated municipality under the laws of the State of Florida; and

WHEREAS, SUTHERLAND C P + MARIA TERESA, is the owner as shown by the legal description attached hereto as Exhibit "B"; and

WHEREAS, the City of Avon Park, would like to incorporate the property, described in Exhibit "B" into the City limits of the City of Avon Park, Florida, as shown by the map, Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the City has an Annexation Agreement signed by SUTHERLAND C P + MARIA TERESA, attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the City of Avon Park, Florida, finds that the property is contiguous to the existing City Limits as required by Florida Statutes Section 171.044, and has the authority to annex this property; and,

WHEREAS, the City of Avon Park, Florida deems it to be in the best interest of the citizens of the City of Avon Park, Florida, and those entitled to its services, that an Ordinance be passed for the purposes of annexing the said property; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA;

Section 1. Property Suitable for Annexation. The City Council finds that the property is substantially contiguous to the existing city limits, and is otherwise capable of being lawfully annexed into the City.

Section 2. Property Annexed. That the parcel of land with the legal description identified in Exhibit "B" attached hereto and incorporated herein, is hereby voluntarily annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The property being annexed is shown on the map attached as Exhibit "A". The City boundaries are hereby redefined so as to include the said described parcel of land.

Section 3. Effective Date. This ordinance shall take effect immediately after passage.

INTRODUCED AND PASSED on First Reading the ____ day of _____, 2014.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ON THE ____ DAY OF _____, 2014.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

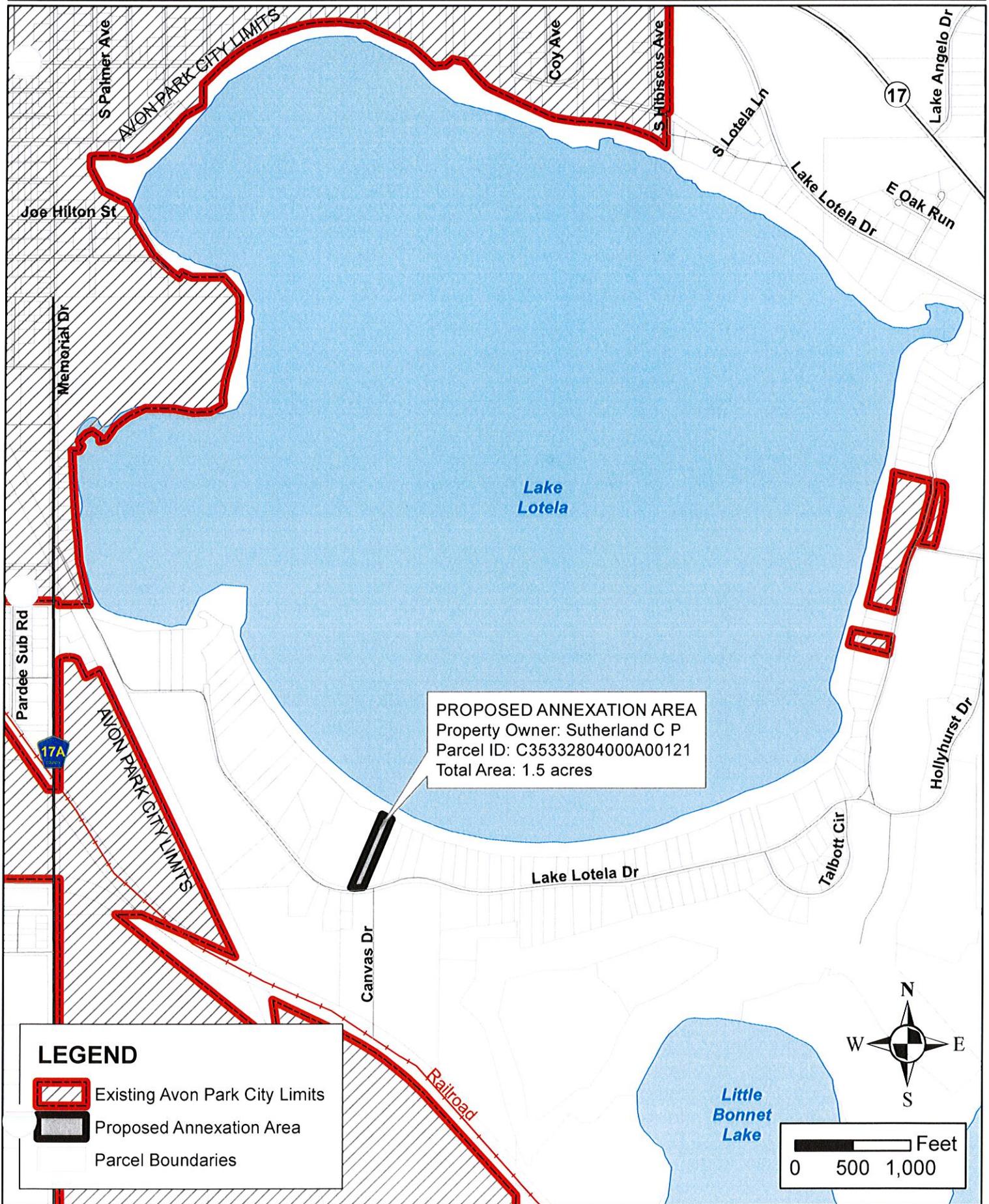
ATTEST:

Maria Sutherland, Adm. Services Director & City Clerk

Approved as to form:

Gerald T. Buhr, City Attorney

Exhibit "A": Highlands County and Avon Park Annexation Ordinance 27-14



PROPOSED ANNEXATION AREA
Property Owner: Sutherland C P
Parcel ID: C35332804000A00121
Total Area: 1.5 acres

LEGEND

- Existing Avon Park City Limits
- Proposed Annexation Area
- Parcel Boundaries

North Arrow

Scale: 0 500 1,000 Feet



[PREVIOUS ACCOUNT](#)

[NEXT ACCOUNT](#)

[VIEW MAP](#)

[VALUE SUMMARY](#)

[SALES HISTORY](#)

[BUILDINGS](#)

[LAND LINES](#)

[EXTRA FEATURES](#)

[QUERY LIST](#)

C-35-33-28-040-00A0-0121
40 County Southwest Water

Owners

Name 1 : SUTHERLAND C P + MARIA TERESA

Name 2 :

SITE ADDRESS

845 LAKE LOTELA DR
AVON PARK , FL 33825

MAILING ADDRESS

Addr 1 : 900 W MAIN ST

Addr 2 :

City : AVON PARK

State : FL

Country:

Zip : 33825

Legal Description

HOLLY SHORE SUB
PER PB 2-PG 145
E 100 FT OF LOT 12
BLK A

[VIEW GIS MAP](#)

DOR Code : 07

[CLICK FOR CODE DESCRIPTION](#)

Neighborhood Code: 3031.00

LAKE LOTELA E S

Map Id : 45C

[CLICK TO DOWNLOAD](#)

*Map is in PDF format and file size is large

[TAX COLLECTOR WEB SITE FOR THIS PARCEL.](#)

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

VALUE SUMMARY

TAXABLE VALUE SUMMARY

Total Building Value	\$6,000	Total Assessed Value	\$97,589
Total OB/XF Value	\$1,989	Total Exemptions	\$0
Total Land Value	\$89,600	Total Taxable Value	\$97,589
Total Land Value - Agri.	\$0	Please note that property values in this office are being updated throughout the year. The final values are certified in October.	
Income	NA		
Total Classified Use Value	\$0		
Total Just Value	\$97,589		

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Utility Billing Department
Savitri Latchmansingh
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825
(863) 452-4403

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 13 day of October, 2014, by Parke Sutherland and Maria Sutherland, whose address is 845 Lake Lotela Dr, Avon Park FL 33825, and his/her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESSETH

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<u>SITE ADDRESS</u>	<u>Legal Description</u>	
845 LAKE LOTELA DR AVON PARK, FL 33825	HOLLY SHORE SUB PER PB 2-PG 145	E 100 FT OF LOT 12 BLK A

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including without limitation appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Joy Garrison
(Signed)
JOY GARRISON
(Printed)

Marietta English
(Signed)
MARIETTA ENGLISH
(Printed)

OWNER:

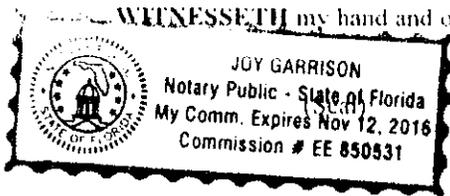
C. Parke Sutherland
By: C. PARKE SUTHERLAND

OWNER:

Maria T. Sutherland
By: Maria T. Sutherland

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 9 day of October, 2014, before me, an officer duly qualified to take acknowledgments, personally appeared C. Parke Sutherland. He is known to me know or who produced as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

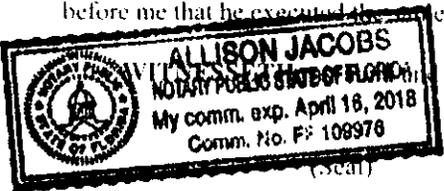


Notary Public, State of Florida

Signature: *Joy Garrison*
Printed name: Joy Garrison
Commission No. My Commission Expires:

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 13th day of October, 2014, before me, an officer duly qualified to take acknowledgments, personally appeared Maria Sutherland. He is known to me know or who produced as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.



Notary Public, State of Florida

Signature: *Allison Jacobs*
Printed name: Allison Jacobs
Commission No. My Commission Expires: 4/18/18

Agenda Item Summary

E14

Subject: Thompson Replacement "Bypass" Pump System

Item No.

Placed on Agenda by: City Manager

Total Amount of Project: \$45,640

Staff Review: Yes

Attorney Review:

Recommended Motion(s):

Motion to authorize the purchase of the Thompson Pump System using the Florida Sheriff's Association 2015 bid award 14-12-0904, in the amount of \$45,640.

Background: The City budgeted to purchase a bypass pump system for emergency lift station bypass operations. When commercial power fails, or both electric pumps fail at a sewer "electric" pump station, we need a reliable system to bypass pump.

The Thompson pump system will achieve this objective. The City currently has two bypass pump units over a decade old, but both have been rebuilt several times, and the units are not to the level of reliability needed to fully prevent a sewer spill or discontinuance of service to customers.

Attachments: FI Sheriff's Association Bid Award Contract,

Req# 15-34



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
 dperry@thompsonpump.com

FSA PRICE QUOTE

401-0751-535-64-00

Description	Order Codes	Qty	FSA Unit Price	Subtotal
• There are no specified duty points for this quotation 6JSCEN-DJDST-45T-M ZONE: BASE PRICE: → Base Model includes: EP250 (auto start/stop control panel with Floats/Tachometer/Hourmeter/Engine Safety Shut Down), Battery, Battery Charger, Spare Tire, Hydraulic Brakes, Light package, Trailer, 24 Month Warranty, and Operational Training.				
	Vehicle Southern	1	\$34,134.00	\$34,134.00
Delete Options:				
→ Downgrade to 4" Vacuum-Assisted Pump with OVT priming system	4JSVM-DJDST-24T-M	1	(\$675.00)	(\$675.00)
→ Delete Option, Battery Charger	Battery Charger	1	(\$424.00)	(\$424.00)
→ Delete Option, Full Spare Tire	Spare Tire	1	(\$305.00)	(\$305.00)
→ Delete Option, Hydraulic Brakes	Hydraulic Brakes	1	(\$832.00)	(\$832.00)
Add Options:				
→ Optional Equipment, Electric Brakes (per axle)	Electric Brakes	1	\$723.00	\$723.00
→ Upgrade, 4JSVM Silent Knight® Sound Attenuated Canopy	4JSVM SK	1	\$12,869.00	\$12,869.00
Delivery to Avon Park, FL:				
		1	\$150.00	\$150.00
Final Model: 4JSVM-DJDST-24T-MC		Total		\$45,640.00

* Terms & Conditions *

• FOB: PORT ORANGE, FL 32129
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 6-8 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• ANY & ALL FREIGHT RATES QUOTED ARE FOR BUDGETARY PURPOSES ONLY. ALL FREIGHT RATES QUOTED ARE AN ESTIMATE ONLY & ARE NOT BINDING TO THOMPSON PUMP
• NOTE THAT THE UNIT(S) QUOTED MAY OR MAY NOT MEET NAFTA OR TRANSPORT CANADA QUALIFICATIONS. THE CUSTOMER MUST ANTICIPATE POSSIBLE ADDITIONAL FEES
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
• CANCELLATION OF THIS ORDER OR RETURN OF THIS UNIT MAY RESULT IN RE-STOCKING FEES
• THIS QUOTE IS VALID FOR 30 DAYS



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
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dperry@thompsonpump.com

September 15, 2014

Quote # FLR-DP-1003 (REV 1)

City of Avon Park
2301 Hwy 27 South
Avon Park, FL 33825

PH: 863-452-4429
E:

Attn: Josh Turner

RE: FY2014-2015 4" Silent Knight®, Thompson Pump Purchase

Hello Josh,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by City of Avon Park for emergency by-pass pumping and potentially, some small dewatering applications.

Per your request, we are providing 2015 Florida Sheriffs Association Contract Specification # 65 pricing for (1) Thompson Pump Model 4JSVM-DJDST-24T-MC, a 4" Trailer-Mounted, Sound Attenuated, High Efficiency By-Pass Pump. The net price is derived from our 2015 Florida Sheriffs Association contract Bid Award # 14-12-0904. This Florida based government contract enables the City of Avon Park to avoid the hassle and expense of purchasing this pump through the public bid process. The FSA contract basically works like a "piggy back" for our equipment. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA Bid Award # 14-12-0904.

Should you require further information or have any questions, please contact me at 386-527-3265 or dperry@thompsonpump.com

Sincerely,

David Perry
Thompson Pump & Manufacturing Co., Inc
FLA Sales Engineer - Cell: (386) 527-3265, Email: dperry@thompsonpump.com

Chad - 239-707-6625

cepperly@thompsonpump.com

Brenda Sliva

From: Chad Epperly [cepperly@thompsonpump.com]
Sent: Wednesday, October 15, 2014 4:36 PM
To: Brenda Sliva
Subject: FSA Contract
Attachments: 2015 FSA Contract Pricing.pdf

Good Afternoon Brenda,

Attached you'll find our FSA contract. See Dave Perry's email below, he deals with the FSA on a daily basis and can help if you need anything while entering the order. Please let me know if you need anything else.

Thank you,

Chad Epperly
Branch Manager
Thompson Pump & Mfg
Ft Myers Service Center
Office 239-690-0600
Cell 239-707-6625
Fax 239-690-0904
Email: cepperly@thompsonpump.com
Web Site: www.thompsonpump.com

From: Dave Perry
Sent: Wednesday, October 15, 2014 1:29 PM
To: Chad Epperly
Subject: RE: FSA

Chad,

I have attached a copy of our current FSA price list, but please make sure that they reference the following on the PO:

- 1) FSA Bid Award # 14-12-0904
- 2) FSA Bid Specification # 65

I was going to forward over the email correspondence between FSA and us over the last few weeks, but I don't think this is relevant at this time.

If they have any issues verifying the contract, please have them call me and I will walk them through it.

Thanks,

David Perry | Thompson Pump & Mfg. Co., Inc.
Florida Regional Sales Engineer
706 West Landstreet Road
Orlando, FL 32824
Cell: 386-527-3265
www.thompsonpump.com

PLEASE NOTE: This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.

From: Chad Epperly
Sent: Wednesday, October 15, 2014 11:59 AM
To: dperry@thompsonpump.com
Subject: FSA

Hey Dave,

Don't forget to send me the FSA contract so I can get it to Avon Park. I'm out next week and would like to get it to her as soon as I can.

Thank you,

Chad Epperly
Branch Manager
Thompson Pump & Mfg
Ft Myers Service Center
Office 239-690-0600
Cell 239-707-6625
Fax 239-690-0904
Email: cepperly@thompsonpump.com
Web Site: www.thompsonpump.com

PROPOSAL PRICE

BID NO. 14-12-0904

Specification #65.6 INCH MOBILE PUMP PACKAGE

Unit Price Per Base

Western District \$34,134.00 /ea.

Northern District \$34,134.00 /ea.

Central District \$34,134.00 /ea.

Southern District \$34,134.00 /ea.

Brand Name:

Thompson 6JSCEN-DJDST-45T-M

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST ATTACH A MANUFACTURER'S PRINT-OUT (CHRYSLER - "DIAL SYSTEM"; FORD - "DORA"; GENERAL MOTORS - "GM AUTOBOOK"; OR APPROVED EQUIVALENT) TO VERIFY THE VEHICLE BID MEETS ALL THE REQUIREMENTS OF THIS SPECIFICATION. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT. ALL ENCLOSED CONDITIONS AND REQUIREMENTS SHALL APPLY.

Delivery should occur within 30 - 60 calendar days after receipt of Purchase Order.

14-12-0904

Specification #65 6 INCH MOBILE PUMP PACKAGE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a DOLLAR VALUE or one of the following abbreviations:
 Std. = Manufacturer's standard equip.
 Incl. = included with base specs.
 NC = no additional charge
 NA = not applicable to the vehicle

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Delete options	Credit
N/A	Downgrade to 3" pump	
4JSCM-DJDST-24T-M	Downgrade to 4" pump <i>Downgrade pump from 6" to 4"-4JSCM-Trailer Mounted</i>	(\$ 3,817.00)
N/A	Downgrade to non UL fuel tank	
N/A	Downgrade to non UL subbase for 3" & 4" pump packages	
N/A	Downgrade to non UL subbase for 6" pump package	
N/A	Downgrade to non UL subbase for 8", 10" & 12" pump packages	
N/A	Downgrade pump package - specify	
N/A	Downgrade pump package - specify	
N/A	Downgrade pump package - specify	
N/A	Downgrade pump package - specify	
4JSVM-DJDST-24T-M	Downgrade pump package - specify <i>4" Vacuum Assisted Pump with OVT priming System</i>	(\$ 675.00)
EP250	Delete remote control <i>Auto start/stop control panel w/ floats for 4" & 6" models</i>	(\$ 2,196.00)
Battery Charger	Delete option - specify <i>Battery Charger</i>	(\$ 424.00)
Spare Tire	Delete option - specify <i>Full spare tire</i>	(\$ 305.00)
Hydraulic Brakes	Delete option - specify <i>Hydraulic Brakes</i>	(\$ 832.00)
Light Package	Delete option - specify <i>DOT light brakes</i>	(\$ 261.00)
CP750	Delete option - specify <i>Auto start/stop control panel for 8", 10" & 12" models</i>	(\$ 3,285.00)
4	Delete option - specify <i>Trailer for 4JSCM model</i>	(\$ 1,400.00)
4	Delete option - specify <i>Trailer for 4JSVM model</i>	(\$ 1,540.00)
6	Delete option - specify <i>Trailer for 6JSCBN model</i>	(\$ 2,800.00)
6	Delete option - specify <i>Trailer for 6JSVE model</i>	(\$ 2,100.00)
8	Delete option - specify <i>Trailer for 8JSCE model</i>	(\$ 2,800.00)
10	Delete option - specify <i>Trailer for 10JSCG model</i>	(\$ 7,350.00)

Specification #65 6 INCH MOBILE PUMP PACKAGE

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a DOLLAR VALUE or one of the following abbreviations:
 Std. = Manufacturer's standard equip.
 Incl. = included with base specs.
 NC = no additional charge
 NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Add options	Price
12	Delete option - specify <i>Trailer for 12JSCG model</i>	(\$ 7,350.00)
8JSCE-DJDST-45H-M	Upgrade to 8" pump <i>Upgrade pump from 6" to 8"-8JSCE-trailer mounted</i>	\$ 17,510.00
10JSCG-DJDST-45H-M	Upgrade to 10" pump <i>Upgrade from 6" to 10"-10JSCG-trailer mounted</i>	\$ 42,870.00
12JSCG-DJDST-90H-M	Upgrade to 12" pump <i>Upgrade from 6" to 12"-12JSCG-trailer mounted</i>	\$ 54,722.00
N/A	Upgrade to aluminum sound attenuated 3" pump package	Not Applicable
4JSCM SK	Upgrade to aluminum sound attenuated 4" pump package <i>4JSCM Silent Knight Sound Attenuated Canopy</i>	\$ 10,476.00
6JSCEN SK	Upgrade to aluminum sound attenuated 6" pump package <i>6JSCEN Silent Knight Sound Attenuated Canopy</i>	\$ 12,008.00
8JSCE SK	Upgrade to aluminum sound attenuated 8" pump package <i>8JSCE Silent Knight Sound Attenuated Canopy</i>	\$ 14,103.00
10JSCG SK	Upgrade to aluminum sound attenuated 10" pump package <i>10JSCG Silent Knight Sound Attenuated Canopy</i>	\$ 14,103.00
12JSCG SK	Upgrade to aluminum sound attenuated 12" pump package <i>12JSCG Silent Knight Sound Attenuated Canopy</i>	\$ 15,660.00
4JSVM SK	Upgrade - specify <i>4JSVM Silent Knight Sound Attenuated Canopy</i>	\$ 12,869.00
6JSVE-DJDST-45T-M	Upgrade - specify <i>6" Vacuum Assisted Pump w/ OVT Priming System</i>	\$ 11,224.00
6JSVE SK	Upgrade - specify <i>6JSVE Silent Knight Sound Attenuated Canopy</i>	\$ 13,535.00
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	Not Applicable
N/A	Upgrade - specify	N/A

Specification #65 6 INCH MOBILE PUMP PACKAGE

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

**LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a DOLLAR VALUE or one of the following abbreviations:
 Std. = Manufacturer's standard equip.
 Incl. = included with base specs.
 NC = no additional charge
 NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

N/A	Optional equipment - specify	Not Applicable
N/A	Optional equipment - specify	N/A
N/A	Optional equipment - specify	Not Applicable
N/A	Optional equipment - specify	Not Applicable
N/A	Optional equipment - specify	Not Applicable
N/A	Optional equipment - specify	Not Applicable
N/A	Optional equipment - specify	Not Applicable
N/A	Optional equipment - specify	Not Applicable
N/A	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
Warranty	Warranty - specify Warranty 24 Month	Included
	Warranty - specify	
	Warranty - specify	
% Discount	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)	Standard



E15

September 15, 2014

Mr. Julian Deleon, City Manager
City of Avon Park
110 E. Main Street
Avon Park, FL 33825

RE: Planning Advisory Services Contract

Dear Mr. Deleon:

Enclosed please find a Planning Advisory Services (PAS) Contract for the CFRPC to provide professional planning services to the City of Avon Park for the 2014-2015 Fiscal Year. This contract is consistent with our Summer 2014 funding request of \$20,000 to provide PAS.

As shown in Attachment A, I-III of the contract, in addition to the tasks listed above, the PAS provides for a number of services including:

- Assistance with comprehensive plan amendments and rezonings;
- Minor revisions to the Land Development Regulations;
- Comprehensive mapping services.

Please contact me if you have any questions or concerns regarding the enclosed contract. In order for the CFRPC to provide these services in the new fiscal year, we request that the City execute this contract by October 1, 2014.

Please sign two copies of the enclosed contract and return them to the CFRPC to my attention. We will return one original to your attention following signature of the CFRPC officials.

We greatly appreciate the opportunity to be of service to the City of Avon Park.

Sincerely,

Jennifer Codo-Salisbury, MPA, AICP
Planning and Administrative Director

Attachment: Planning Advisory Services (PAS) Contract



PLANNING ADVISORY SERVICES AGREEMENT

with the

CITY OF AVON PARK

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Avon Park** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Unified Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.
- B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A) is **\$20,000 (twenty thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for both the Generalized Planning Services of **\$20,000 (twenty thousand dollars)** to be paid in four (4) payments, beginning October 1, 2014 with a final payment due July 1, 2015. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

October 1, 2014	\$5,000
January 1, 2015	\$5,000
April 1, 2015	\$5,000
July 1, 2015	\$5,000

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement.

V. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

VIII. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all work products shall become the property of the CITY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF AVON PARK

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Patricia M. Steed, Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

City Attorney

Council Attorney

**City of Avon Park
SCOPE OF WORK FOR FY 2014-2015**

GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning Board and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall prepare the staff portion of the Planning and Zoning Board agenda packets, coordinate with the Planning and Zoning Board members to schedule meetings, and attend the CITY Planning and Zoning Board meetings.
- E. The COUNCIL shall coordinate training sessions on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary.

II. ROUTINE MAPPING (ON GIS BASE MAP)

- A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

III. LARGE SCALE PLAN REVIEW

The COUNCIL shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and (e) consistency with the Land Development Regulations and Comprehensive Plan.